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16 UNITED STATES DISTRICT COURT
17 NORTHERN DISTRICT OF CALIFORNIA
18 SAN FRANCISCO DIVISION

19 WAYMO LLC,

20 Plaintiff,

21 v.

22 UBER TECHNOLOGIES, INC.,
OTTOMOTTO LLC; OTTO TRUCKING LLC,

23 Defendants.

Case No. 3:17-cv-00939-WHA

**DECLARATION OF ARTURO J.
GONZÁLEZ IN SUPPORT OF
DEFENDANTS' JOINT MOTION TO
COMPEL ARBITRATION OF, AND
TO STAY, TRADE SECRET AND
UCL CLAIMS [9 U.S.C. §§ 3, 4]**

Date: May 4, 2017
Time: 8:00 a.m.
Ctrm: 8, 19th Floor
Judge: The Honorable William H. Alsup

Trial Date: October 2, 2017

27 **UNREDACTED VERSION OF DOCUMENT**
28 **PREVIOUSLY SUBMITTED UNDER SEAL**

1 I, Arturo J. González, declare as follows:

2 1. I am a member of the bar of the State of California and a partner with Morrison &
 3 Foerster LLP, counsel of record for Defendants Uber Technologies, Inc., Ottomotto LLC, and
 4 Otto Trucking LLC in this action. I am admitted to practice before this Court. I submit this
 5 declaration in support of Defendants' Joint Motion to Compel Arbitration of, and to Stay, Trade
 6 Secret and UCL Claims. I have personal knowledge of the facts stated herein and, if called as a
 7 witness, I could and would testify competently as to these facts.

8 2. Google commenced two separate arbitration proceedings on October 28, 2016.

9 3. The first arbitration demand is directed against two former Google employees,
 10 Anthony Levandowski and another employee, and is based on three at-will employment
 11 agreements. Attached to this Declaration as **Exhibit 1** is a true and correct copy of Google's
 12 October 28, 2016 Arbitration Demand to Anthony Levandowski and [other employee], which
 13 includes copies of Levandowski's 2012 and 2009 "At-Will, Employment, Confidential
 14 Information, Invention Assignment and Arbitration Agreement[s]," which Google attached to its
 15 Arbitration Demand. The 2012 Employment Agreement begins on page 34 of **Exhibit 1**; the
 16 2009 Employment Agreement begins on page 46.

17 4. The second arbitration demand is directed to Mr. Levandowski alone. It is based
 18 on two non-competition and non-solicitation agreements he entered into in 2011 while he was a
 19 Google employee. This separate Arbitration Demand asserts a single cause of action for breach
 20 of contract. Attached to this Declaration as **Exhibit 2** is a true and correct copy of Google's
 21 October 28, 2016 Arbitration Demand to Anthony Levandowski, and the documents Google
 22 attached to that Demand.

23 5. All of the agreements at issue in the two arbitration proceedings contain arbitration
 24 provisions. For example, Mr. Levandowski's 2012 at-will employment agreement requires
 25 arbitration of "all employment-related disputes," including "any and all controversies, claims, or
 26 disputes with anyone . . . arising out of, or relating to, or resulting from [his] employment with the
 27 Company or the termination of [his] employment with the Company." (2012 Empl. Agreement,
 28 ¶ 14(a), **Exhibit 1**, p. 38.) Similarly, Mr. Levandowski's 2011 non-competition and non-

solicitation agreements state that “any claim or dispute arising out of, or related to or in connection with this Agreement” is subject to “binding arbitration.” (2011 Non-Competition and Non-Solicitation Agreement, ¶ 9, **Exhibit 2**, p. 35.)

6. This week, Defendants will initiate arbitration proceedings in the same jurisdiction, at JAMS in San Francisco, seeking a declaratory judgment that Waymo's claims that it misappropriated trade secrets and violated the UCL are meritless. Defendants will initiate this arbitration proceeding based upon the broad arbitration provisions in Levandowski's employment agreements with Waymo.

I declare until penalty of perjury under the laws of the United States that the foregoing is true and correct. Executed this 27th day of March, 2017, in San Francisco, California.

/s/ Arturo J. González
Arturo J. González